

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

No. 2

GOVERNMENT OF GOA, DAMAN AND DIU

Revenue Department

Notification

No. 22/69/81-RD

The following Principal Agreement and Supplemental to the Principal Agreement which has been executed between the Mapusa Urban Co-operative Bank, Mapusa and the Government of Goa, Daman and Diu, under Section 41 of the Land Acquisition Act, 1894, is hereby published as required under Section 42 of the said Act.

By order and in the name of the Administrator of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 27th September, 1982.

AGREEMENT

An Agreement made this, the twenty eighth day of May, one thousand nine hundred and eighty two between the President of India (hereinafter referred to as "the Government") of the one part and The Mapusa Urban Co-operative Bank Limited, a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, and having its registered Office at 1, Vaishya Bhuvan, Mapusa, Goa (hereinafter called the "Bank" which expressions shall, unless the context does not so admit include their successors and assigns) of the second part.

WHEREAS the principal objects for which the society is formed is to conduct the business of banking under the name and style of The Mapusa Urban Co-operative Bank Limited;

AND WHEREAS the Bank has applied to the Government that the land specified in the Schedule attached hereto (hereinafter referred to as the "said land") should be acquired under the provisions of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") for the public purposes namely:— Construction of Building for the Mapusa Urban Co-operative Bank Ltd., Mapusa;

And whereas the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the purpose of construction of building for the said Bank, Mapusa, has consented to provide the said land for the Bank and to enter into an Agreement hereinafter contained with the Bank.

Now, these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Bank on the following conditions namely:—

1. The Bank shall pay to the Government the entire cost, as determined by the Government for the acquisition of the said land, including all compensations, damages, costs, charges and other expenses, whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition (and also including the percentage charges on the total amount of compensation awarded) in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Bank under this clause shall be paid by it by the initial deposit with the Collector of Goa free of interest in the sum of Rupees One thousand within fifteen days after the execution of this Agreement and thereafter by payment to the said Collector within fifteen days after demand by the Collector in writing such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges, or expenses hereinbefore referred to. In any case of urgency, where possession of any land is proposed to be taken under Section 17 before an award has been made under Section 11 of the said Act, the Bank shall deposit with the Collector, free of interest, such amount being not more than two thirds of the approximate amount of compensation payable in respect of the land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector thinks fit, to specify in this behalf.

If the Bank fails to pay to the Government the entire cost of acquisition, as referred to above, within the aforesaid period, the Government shall be entitled to recover the same from the Bank as if it were money due to the Government under the Law for the time being in force.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient, be transferred to the Bank at its cost so as to vest in it, subject to the provisions of the Law for the time being in force, as to the terms on which the land shall be held by the Bank.

3. The said land, when so transferred to and vested in the Bank shall be held by the Bank as its property to be used only in furtherance of and for the purpose for which it is acquired, subject to the payment of the assessments and cesses if the said land is or may from time to time be liable to such assessments and cesses under the provisions of the Law for the time being in force.

4. (i) The Bank shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it is acquired.

(ii) That the purpose of the acquisition is to obtain land for the erection of dwelling houses for workmen employed by the Bank or for the provision of amenities directly connected therewith.

(iii) If the Government is satisfied after such enquiry as it may deem necessary that the Bank was prevented by reasons beyond its control from erecting dwelling house to provide Residential Quarters for Officers/Staff of the said Bank within the time specified in the Agreement, the Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

(iv) The Bank shall at all times maintain and keep the said land and the building or buildings erected thereon, in good order and condition to the satisfaction of the Collector.

(v) The Bank shall maintain all records of the Bank properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

(vi) The Bank shall not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Bank shall at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Bank upon the said land whether in the course of constructions or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Bank in the construction of the said works of the Bank upon the said land.

6. The Bank shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government. The Bank shall however be entitled to mortgage the said land to any co-operative or other registered or statutory Financing Agencies for the bonafide purpose of securing loan for undertaking and or completing the construction of the work for which the lands are acquired on its behalf. This shall however be subject to the conditions that:—

i) In the event of sale, for realisation of its dues to the mortgagees of:—

a) Land including land with structures half the unearned income (i.e. half the difference between the sale price of the land and the cost of its acquisition) incurred by the Bank shall be credited to the Government; and

b) The Collector's decision regarding the amount of unearned income shall be final.

The mortgagee shall be entitled to utilise in accordance with the terms of mortgage deed the balance of the sale proceeds left, after satisfying Government claims as per clause (a) above, for realisation of their dues:

ii) The right of the mortgagee to sell the mortgaged land to realise the undischarged debt shall be absolute, subject to clause (a) and (b) of the condition (i) above; and

iii) Conditions prohibiting transfer by sale, etc., imposed upon the Bank shall not apply to the transferees who purchase the lands in the event of their sale by the mortgagee for realisation of their dues.

7. If the Bank commits a breach of any of the conditions provided for in the Agreement, the Government may make an order declaring the transfer of the land to the Bank as null and void, whereupon the land shall revert back to the Government and an amount not exceeding one fourth of the amount paid by the Bank to the Government as the cost of acquisition under clause (1) of section 41 of the said Act, shall be forfeited to the Government as damages and the balance shall be refunded to the Bank and the order so made shall be final and binding.

If the Bank utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Bank can continue to utilise the portion of the land used by it even if the unutilised part thereof is reverted to the Government the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall revert back to the Government and an amount not exceeding one fourth of such portion of the amount paid by the Bank as cost of the acquisition under clause (1) of section 41 of the Act, as in relatable to the unutilised portion shall be forfeited to the Government as damages and that balance of that portion shall be refunded to the Bank and the order so made shall be final and binding.

Where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the court, within whose jurisdiction the land or any part thereof is situated and the decision of that court thereon shall be final:

PROVIDED that the Government shall not make an order as aforesaid, unless the Bank has been given an opportunity of being heard by notice, of the breach complained of, and the Bank has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

8. If at any time or times, any part of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity the Bank on being thereon required by the Government in writing, shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the Bank a sum equal to the amount of the compensation awarded under the said Act, and paid by the Bank in respect of the land so transferred including the percentage awarded under Section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer having jurisdiction whose decision in the matter shall be final as to the costs of the development of the land so transferred which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

9. All the costs and expenses of and incidental to the preparation and execution of these presents shall be borne by the Bank.

SCHEDULE ABOVE REFERRED TO:

Sr. No.	Taluka	Village	P. T. Sheet No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Mapusa	Survey No. 2	Sub-Div. No. 1	H: Comunidade. T: Roulu Naik Goltekar.	2538.00
	"	"	Survey No. 2	Sub-Div. No. 2	H: Comunidade. T: Ramchandra S. Nanoskar.	
			Survey No. 2	Sub-Div. No. 3	H: Comunidade. T: A. H. Chikalikar. Satyawan V. Shiroadkar. (Gaddo & Hut Owner)	
Boundaries:						
North: Road.						
South: Chalta No. 1 of PTS No. 155.						
East: Survey No. 2 of S.D. No. 4 of PTS 155.						
West: Road.						
						2538.00

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

WITNESSES: —

1. Sd/-

Signed, sealed and delivered by Shri S. Regunathan, Secretary to the Govt. of Goa, Daman and Diu.

2. Sd/-

Revenue Department for and on behalf of the President of India.

WITNESSES: —

1. Sd/-

Signed, sealed and delivered by Shri Silverius Cyril D'Souza for and on behalf of the Mapusa Urban Co-operative Bank Limited.

2. Sd/-

This Agreement is made on 27th the day of the month of September in the year one thousand nine hundred and eighty two, BETWEEN, the President of India (hereinafter called as "the Government") of the ONE PART, and The Mapusa Urban Co-operative Bank Limited, Mapusa, Bardez, Goa, a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to Union Territory of Goa, Daman and Diu, and having its registered office at 1, Vaishya Bhuvan, Mapusa, Goa (hereinafter called the "Bank" which expression shall unless the context does not so admits include their successors and assigns) of the Second Part.

Whereas in pursuance of acquisition proceeding initiated by the Government to acquire a piece of land for the purpose of construction of a building for the said Bank, at Mapusa, an Agreement was entered into between the Government and the said Bank on the twenty eighth day of May, one thousand nine hundred and eighty two (hereinafter called as the "Principal Agreement").

And Whereas this Agreement is supplemental to the said Principal Agreement between the same parties and in the same order;

And whereas the parties have now agreed that suitable modification and changes should be effected in the Principal Agreement by a supplemental Agreement hereunder;

NOW THESE PRESENTS WITNESSETH and the parties hereto hereby agree as follows: —

1. In condition 4 of the Principal Agreement, —

1) for clause (1), the following shall be substituted, namely: —

"(i) the Bank shall not except with the previous sanction of the Government, use the said land for any other purpose other than that for which the land is being acquired. The Bank shall complete the construction of the proposed building within a period of three years from the date of the vacant possession of the proposed acquired land is given to it".

2) For clause (ii), the following clause shall be substituted, namely: —

"(ii) the Bank shall utilise the land acquired thereof for the purpose of construction of the proposed building for the said Bank".

3) For clause (iii), the following clause shall be substituted, namely: —

"(iii) if the Government is satisfied after such enquiry as it may deem necessary that the Bank was prevented from carrying out the construction of the building due to reasons beyond its control, within the time as specified under these presents, the Government may at its discretion, extend the time for the construction of the said building by a period not exceeding one year at a time but the total extended period in any case shall not extend three years."

2. That as varied and modified as aforesaid, the Principal Agreement shall remain fully binding on the parties and of full force and effect;

In witness where Shri Banshi Dhar Secretary, Revenue Department Government of Goa, Daman and Diu for and on behalf of the President of India and Shri Silverius Cyril D'Souza, Manager, The Mapusa Urban Co-operative Bank Limited Mapusa on behalf of the said Bank hereto herein set their hands on the day ... the month and the year first above written.

WITNESSES:

1. Sd/-

Signed, sealed and delivered by Shri Banshi Dhar Secretary to the Government of Goa, Daman and Diu for and on behalf of the President of India.

2. Sd/-

WITNESSES:

1. Sd/-

Signed, sealed and delivered by Shri Silverius Cyril D'Souza for and on behalf of The Mapusa Urban Co-operative Bank Limited, Mapusa.

2. Sd/-

Notification

No. 22/113/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For raising Cashew Plantation at Cavorim, Salcete.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector (Land Acquisition Officer), Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

- 1. The Collector of Goa, Panaji.
- 2. The Deputy Collector (Land Acquisition Officer), Panaji.
- 3. The Deputy Conservator of Forests, Cashew Division, Panaji.
- 4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector Land Acquisition Officer, Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Cavorim		125	Comunidade of Cavorim.	72900.00
				126	Comunidade of Cavorim.	125000.00
				127	Comunidade of Cavorim.	138600.00
					Antonio Apolinario Leopoldo Pereira.	
					Jose Joao Pedro Pereira.	
				128	Comunidade of Cavorim.	196800.00
				129	Comunidade of Cavorim.	130600.00
					Parvotibai Putu Bandomkar.	
					Jacob D. Cruz.	
					Severina D'Silva.	
					Lucio Egidio Severino D'Silva.	
					Dr. Jose Paulo Gomes.	
				130	Comunidade of Cavorim.	146600.00
					Dr. Jose Paul Gomes.	
					Alfredo Antao.	
Boundaries:						
North: Survey No. 123, 124, 115, 112, 111, 139, 137 & 133.						
South: Survey No. 131 & Mulem Village boundary.						
East: Survey Nos. 131, 132, 133, 137, 139 & 141.						
West: Mulem Village boundary of Survey No. 123 & 122.						
Total						810500.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Rev-I).

Panaji, 23rd September, 1982.